
In Re:
Susan M Jorgens
and Dennis G Jorgens,
Debtors,

Case No. 04-50859

Chapter 7 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. National City Bank moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 6, 2004 at 1:30 PM o'clock, in Courtroom No. 2, at the United States Courthouse, 515 West First St, Duluth, MN.
3. Any response to this motion must be filed and delivered not later than October 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 27, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on July 29, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2002 Coachmen Camper Trailer Lite 249QB (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).
6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under

the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.

7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, National City Bank moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: September 20, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Br-816104

01-680-458033 9231

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

JORGENS SUSAN MARIE ✓
JORGENS DENNIS GENE ✓
1166 MIDDLE CULLEN RD
NISSWA MN 56468

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN
*

RT53344

1ST SECURED PARTY

LIEN HOLDER

Year	Make	Model	Title NR
02	COAC	TR	K2390P047
1TC2B041821201250	07/18/02	NO	
VIN	Security Date	Rebuilt	

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

NATIONAL CITY BANK ✓
6750 MILLER ROAD
BRECKSVILLE OH 44141-3262

01-680-458033

EXHIBIT A

National City
Complete Loan**FIXED RATE PROMISSORY NOTE AND SECURITY AGREEMENT - MULTIPURPOSE**
(Recreational Vehicle Only)

01-4540339231

680

National City Complete Loan is a registered trademark of National City Corporation

1 DEBTOR(S) **SUSAN MARIE JORGENS**
DENNIS GENE JORGENS
Address **26993 HIBBES CULLEN RD**
NISSWAHNS6468Date **7/18/02****2** DEALER **HILMERSON RV CENTER**
Address **14884 113TH ST, PO BOX 354**
LITTLE FALLS MN 56345**3** HEADINGS. The Section headings of this Note are a table of contents and not contract terms.**4** DEFINITIONS AND GENERAL TERMS. "You" or "your" means the undersigned Debtors. "National City" means National City Bank, 6750 Miller Road, Brecksville, Ohio 44141. "We", "our" or "us" means National City and its successors and assigns. "Dealer" means the Dealer named above. "Note" means this promissory note and security agreement and all related attachments and addendums. "Loan" means the loan evidenced by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 6. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies, service contracts (extended warranty) and GAP waiver (debt cancellation agreements). "Disclosure Statement" means the federal truth-in-lending disclosure statement contained in Section 7. You agree that National City is making this Loan directly to you. Dealer is not a party to this Note and is arranging the Loan on behalf of National City. Dealer has no authority to make any agreements on our behalf not contained in this Note. Disclosures in this Note are contract terms.**5** PROMISSORY NOTE. For value received, you jointly and severally promise to pay to our order the principal sum of \$ **12,026.28** which includes a processing fee of \$ **N/A**, plus interest on the outstanding principal sum and other outstanding sums owed under this Note at the per annum rate of **7.59**%, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.**6** PROPERTY:

YEAR, MAKE, MODEL	NEW OR USED	MFR'S SERIAL NUMBER (VIN)
2002 COACHEMEN LITE 249QB	NEW	1TC2B041821201250

7 DISCLOSURE STATEMENT.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
7.59 %	\$ 5,284.92	\$ 12,026.28	\$ 17,311.20

You have the right to receive at this time an itemization of the amount financed. If you want an itemization of the amount financed, you must indicate here or

one will not be provided to you: Debtor initials: **SJ**Co-Debtor initials: **DJ**

Your payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
120	\$144.26	Monthly Beginning: 9/17/02

Security: You are giving us a security interest in: the Property being purchased; proceeds, unearned premiums and refunds of any Additional Products purchased with this Loan; your deposit accounts with us and our affiliates, all products and proceeds of the foregoing; and _____ . In any case, collateral securing other loans with us may also secure this Loan.**Filing Fees:** (Fees to Public Officials) \$ **2.00****Late Charge:** If a payment is late, you will be charged 10% of the payment then due or \$40, whichever is greater.**Prepayment:** If you pay off early, you may have to pay a penalty. You will not be entitled to a refund of part of the finance charge.**Assumption:** Someone buying the Property securing this Loan cannot assume the remainder of the Loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means estimate.

Insurance: The following Additional Products are not required to obtain this Loan and will not be provided unless you sign below agreeing to pay the additional premium indicated.

	TERM		PREMIUM	
<input type="checkbox"/> Credit Life Insurance (Insured Only)	First N/A	Mos	\$	N/A
<input type="checkbox"/> Credit Life Insurance (Insured/Joint Insured)	First N/A	Mos	\$	N/A
<input type="checkbox"/> Credit Disability Insurance (Insured Only)	First N/A	Mos	\$	N/A
	N/A			N/A

EXHIBIT B

s indicated above: Debtor initials sf / Co-Debtor initials JD /
 m anyone you want that is acceptable to us. If you get Property insurance from or through us, you will pay
 months coverage.
 d to obtain vendor's single interest insurance ("VSI") in connection with this Loan. You may obtain VSI from anyone
 t VSI from or through us, you will pay \$ N/A .
 required to obtain this Loan and will not be provided unless you sign below agreeing to pay the additional cost indicated.

	TERM	COST
First	60 Mos	\$ N/A
First	Mos	\$ N/A

s indicated above: Debtor initials sf / Co-Debtor initials JD /
EDS. You authorize us to disburse all proceeds of this Loan to the Dealer without restriction.
 of the following notices before becoming obligated:
NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of
 the unpaid balance at any time and may be entitled to receive a refund of unearned charges in accordance with
 law. 4. If you prepay the unpaid balance, you may have to pay a prepayment charge.
If you sign this Note in Wisconsin: NOTICE TO THE CUSTOMER: 1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE,
 EVEN IF OTHERWISE ADVISED. 2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. 3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY
 AGREEMENT YOU SIGN. 4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE AGREEMENT AND
 YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

[THIS SECTION INTENTIONALLY LEFT BLANK]

10 SIGNATURES. YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE ABOVE.

Debtor:	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation/Partnership/LLC
Type or print name of Debtor:	<u>Susan Jorgens</u>	Debtor's signature: <u>Susan Jorgens</u>	Title (if applicable):
Debtor:	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation/Partnership/LLC
Type or print name of Debtor:	<u>Dennis Jorgens</u>	Debtor's signature: <u>Dennis Jorgens</u>	Title (if applicable):
Debtor:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation/Partnership/LLC
Type or print name of Debtor:	<u>X</u>	Debtor's signature:	Title (if applicable):

SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Express © 2000 National City Corporation

NC Form No. 71-1070-00 (2/02)

Printed by Bankers Systems, Inc. Form NCB-FR-MSDRV (2/8/2002)

11 LATE CHARGE; RETURNED INSTRUMENT CHARGE. If all or any portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25.

12 INSURANCE. You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and shall be responsible for its loss or damage. We require VSI for the term of this Note if it is indicated in the Disclosure Statement. VSI will protect only our interests. You may obtain a service contract/extended warranty coverage, but such coverage is not required and cannot be obtained from us. You agree to obtain primary insurance coverage from an insurer acceptable to us in the following types and amounts with National City listed as loss payee: (a) if the Property is other than real property, insurance must consist of theft, collision and comprehensive with no more than \$1,000 deductible; (b) if the Property is real property, insurance must consist of fire, "all risk" perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverages at your expense which we believe are necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of this required insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section 12 is P.O. Box 91596, Cleveland, OH 44101-0351. You irrevocably authorize us as your agent and on your behalf to negotiate, settle and release any claim under your insurance or under any insurance with a third party insurer related to our interests in the Property, and to receive and sign all related papers and documents on your behalf including checks, drafts and other items payable to you. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN.**

13 PREPAYMENT. You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note in full, you agree to pay a voluntary prepayment charge. This voluntary prepayment charge will be equal to the greater of 1% of the principal balance at the time of prepayment or \$30 plus the remainder of any unearned portion of the prepaid finance charge described in Section 5. However, in no event will this prepayment charge exceed the sum of \$150. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge. This involuntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we elect.

14 SECURITY AGREEMENT. To the extent permitted by law you grant us a security interest in the following property to secure performance of your obligations under this Note and under any other agreement with us or our affiliates (except for the Property if it is a principal residence): (a) the Property including all equipment, parts, accessories and personal property which is an accession of the Property. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and refunds of any Additional Products if their price is included in this Loan; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) the products and proceeds of the foregoing. Our security interest will be a purchase money security interest for the foregoing purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property.

15 PROPERTY MAINTENANCE AND USE. You will keep the Property properly licensed and registered at all times until this Loan ends. You must title and register the Property within 15 days of this Note at your cost. If the Property is watercraft you will only use it as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard. You will promptly pay all fees, fines, tickets and taxes related to this Loan and the Property, except our income taxes. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or allow it to become a fixture without our prior written consent. If the Property is recalled, you will have the recall services performed. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the state where first titled or registered (or from the location given in Section 6 or in your application if it is watercraft) for more than 30 days without our prior written consent. If we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and a \$20 administration fee where permitted by law; (d) as a private or public carrier; (e) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (f) unless they were listed on your Loan application as a driver, or we consent in writing.

16 DEFAULT AND REMEDIES. You agree that you will be in default under this Note if: (a) you fail to make any payment under this Note when due; (b) you fail to make any other payment or charge owing under this Note when due; (c) you fail to keep any of your agreements under this Note or violate any term of this Note; (d) a bankruptcy petition is filed by or against you; (e) you have provided false or misleading information to us; (f) you die or are declared incompetent or incapacitated; (g) the Property is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative or judicial proceedings; (h) a judgment is rendered against you in a court or arbitration proceeding; (i) you do not pay any of your debts as they come due; or (j) you fail to perform any obligation under any other agreement with us or our affiliates. You agree that if you are in default and in addition to any other rights and remedies we have under law, we may do any of the following: (a) accelerate the entire balance owing under this Note without prior demand, unless otherwise required by law, which entire balance shall be immediately due and payable. You will pay us interest on this balance at the rate in effect under this Note at acceleration even after any judgment; (b) demand that you assemble the Property and make it available to us at a place designated by us which is reasonably convenient. You agree to comply with such demand; (c) repossess the Property without prior demand, unless otherwise required by law. We may enter the premises where the Property is located (including a marina) and repossess it without a breach of the peace. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (d) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and the laws of your state; (e) cancel any Additional Products purchased with this Loan and apply any unearned premiums or refunds to the amount you owe under this Note; (f) setoff any of your deposit accounts with us or our affiliates (except individual retirement accounts) without prior demand.

17 ADDITIONAL PRODUCTS. In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement. You may purchase these Additional Products from any party that is acceptable to us. If you elect to purchase Additional Products you agree that with respect to these Additional Products: (a) we are only financing your purchase and did not directly or indirectly offer, sell or provide them to you; (b) they are subject to any limitations and conditions contained in their documentation which you have read; (c) a copy of their documentation will be sent to you by Dealer as soon as practicable; and (d) you still must maintain all insurance required by this Note. Dealer may be retaining a portion of any Additional Products purchased with this Loan.

18 PROPERTY CONDITION. You agree that with respect to the Property being purchased that: (a) it is free from all material defects, in proper operating order and fit for all intended purposes; (b) our making this Loan was based in part upon the value and condition of the Property as represented by you; (c) we are only financing your purchase and did not directly or indirectly offer, sell or provide it to you; and (d) we are not a seller, supplier, merchant or lessor of the Property, except for rights afforded by the notice below required by 16 C.F.R. § 232.2, and claims related to the Property.

19 ADDITIONAL AGREEMENTS. You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We may assign this Note or any of its benefits or obligations at any time without your consent; (b) our rights and remedies in this Note are not exclusive; (c) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (d) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be void, but the remaining parts will remain in effect; (e) you waive notice of dishonor, protest, presentment, demand for payment, waiver, delay and all other notices or demands in connection with this Note; (f) you waive all defenses relating to impairment of recourse or collateral, and we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or releasing any other party; (g) we can correct errors in this Note as provided in 15 U.S.C. 1640 upon notice to you even if they are contract terms and you agree to be bound by such corrections. You can change any term of this Note only in a writing signed by us; (h) our decision to make this Loan, the making of this Loan, and the disbursement of all proceeds were made in Ohio. The provisions of this Note will be governed by federal laws and the laws of Ohio without regard to conflict of law principles; (i) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements; (j) we are authorized to mail any notice or other correspondence to you by first class mail to your last known address indicated on our records; (k) you will provided us with 10 days prior written notice of any change in any information contained in your application including a change in your name, address or location of the Property. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate; (l) all payments must be in lawful money of the United States; (m) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (n) we will not be responsible for any personal items in or on repossessed Property including any license plates. We will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 5 business days of the repossession and itemize such items. Even if you notify us, you abandon to us any personal items not reclaimed from us within 10 business days of the repossession; (o) we can delay enforcing any of our rights without losing them including acceptance of late or partial payments, payments marked "paid in full" or with similar words; (p) you agree that our application of your payments or other proceeds shall be reasonable unless another method is required by law, in which case that method shall be reasonable; (q) this Note shall be binding and inure to the benefit you and us and our respective successors and assigns; (r) you waive any rights to confidentiality and authorize us to obtain any information about you held by the bureau of motor vehicles or similar entity; (s) we and our affiliates may share all information about you obtained for, among other things, the purposes of evaluating credit applications or offering you products or services we believe may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared if you tell us by writing to us at P.O. Box 94985, Cleveland, OH 44101-4985; (t) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (u) if this loan is not for a consumer purpose or you are not a natural person, you are not entitled to any rights afforded consumers under applicable law or regulations; (v) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; and (w) our typewritten name in Section 4 shall constitute our signature for purposes of this Note.

20 ADDITIONAL NOTICES. You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Cosigner, "bank" means us.

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (where permitted by law) etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

The following Notice applies only to transactions governed by 16 C.F.R. 433.1 et. seq.:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you sign this Note in Iowa and the principal amount of this Loan exceeds \$20,000: **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

If you sign this Note in New Jersey: Section 19(d) and other portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires.

If you sign this Note in Pennsylvania: You intend to be legally bound by this Note.

Expires © 2000 National City Corporation NC Form No. 71-1070-00 (2/02)
AZ, CA(+), CT, DC (+), FL, GA, IA(+), IL, IN(+), KS, KY(+), LA, MA, MD, MI, MN, MO, NC(+), NE, NJ, NY(+), OH, OK, PA(+), SC(+), TN(+), TX(+), VA, WI(+), WV(+)

Printed by Bankers Systems, Inc. Form NCB-FR-MSDRV (2/8/2002)

3 HEADINGS. The Section headings of this Note are a table of contents and not contract terms.	
4 DEFINITIONS AND GENERAL TERMS. "You" or "your" means the undersigned Debtor. "National City" means National City Bank, 6750 Miller Road, Brecksville, Ohio 44141. "We", "our" or "us" means National City and its successors and assigns. "Dealer" means the Dealer named above. "Note" means this promissory note and security agreement and all related attachments and documents. "Loan" means the loan authorized by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 6. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies, service contracts (extended warranty) and GAP waiver (debt) cancellation.	
DEBTOR(S) SUSAN MARIE JORGENS DENNIS GENE JORGENS Address 26993 WEBER CULLEN RD LITTLE FALLS MN 56345	DEALER HILMERSON RV CENTER Address 14884 113TH ST. PO BOX 354 LITTLE FALLS MN 56345 Date 7/18/02
National City Complete Loan is a registered trademark of National City Corporation.	
National City Complete Loan	FIXED RATE PROMISSORY NOTE AND SECURITY AGREEMENT - MULTIPLE PURPOSE (Recreational Vehicle Only) 01-450039231

NADAguides.com - New Car Prices, Used Car Values

Page 1 of 2

Used Values: Result



Travel Trailers/Fifth Wheels
 2002 COACHMEN
 CATALINA LITE SERIES
 M-249 QB(**)

September 2, 2004

Ⓜ print this page

	Used Wholesale- Trade In	Used Retail
Base Price	\$7,680	\$10,340

Vehicle Specifications

Suggested List: \$16,163
 Model: M-249 QB(**)
 Length/Width: 25' x 7' 10"
 Axles: 2
 Weight: 3,783
 Self-Contained: YES

Notes

AWNING AND THREE BURNER H.O.P. RANGE-
 OVEN ARE INCLUDED IN ALL PRICES. ADD \$1000
 TO MODELS EQUIPPED WITH THE IMPERIAL
 OPTIONS PACKAGE. (*)IN ADDITION TO
 PREVIOUSLY LISTED EQUIPMENT, THESE
 MODELS INCLUDE AIR CONDITIONING AND
 MICROWAVE. (**)IN ADDITION TO ALL
 PREVIOUSLY LISTED EQUIPMENT, THESE
 MODELS ALSO INCLUDE AM/FM CASSETTE AND
 FIFTH WHEELS INCLUDE ELECTRIC FRONT

<http://www.nadaguides.com/Values/ValueReport.asp?UserID=53080DF2A2396&DID=382...> 9/2/2004

EXHIBIT C

In Re:
Susan M Jorgens
and Dennis G Jorgens,
Debtors,

Case No. 04-50859

Chapter 7 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, CONNIE MESSINA, Bankruptcy Specialist for National City Bank, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account no. 016804580339231.
2. The Debtor owes the Creditor \$11,974.60, payoff amount as of September 9, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$144.26. As of September 9, 2004, the loan payments are in arrears \$1,148.90 for payments owing since May 17, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2002 Coachmen Camper Trailer Lite 249QB. The current NADA published retail value of the collateral is \$10,340.00.
4. The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 9/16/04Connie Messina

Bankruptcy Specialist for National City Bank
1900 East Ninth Street
Cleveland, OH 44111

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Susan M Jorgens
and Dennis G Jorgens,
Debtors,

Case No. 04-50859

Chapter 7 Case

MEMORANDUM OF FACT AND LAW

National City Bank ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contract is \$11,974.60 as of September 9, 2004. On information and belief, the collateral has an NADA retail value of \$10,340.00. NADA pages showing this collateral value are attached as Exhibit "C".

The Statement of Intentions says Debtor will surrender the vehicle; Debtor has failed to do so. Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since May 17, 2004.
- Failure to make payments due post petition under the Contract.
- Failure to surrender the collateral as stated in the Statement of Intentions.

Movant has not been provided with adequate protection of Movant's interest in the collateral.

Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$11,974.60. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 20, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Susan M Jorgens
and Dennis G Jorgens,
Debtors,

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Chapter 7 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 20, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Susan M Jorgens
26993 Middle Cullen Rd
Nisswa, MN 56468

Dennis G Jorgens
26993 Middle Cullen Rd
Nisswa, MN 56468

James P Fossum
JAMES P FOSSUM PA
PO Box 552
Brainerd, MN 56401

Doraine A Larison
Chapter 7 Trustee
1010 St Germain W #600
St. Cloud, MN 56301-0966

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: September 20, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

04-03804-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Susan M Jorgens
and Dennis G Jorgens,
Debtors,

Case No. 04-50859

Chapter 7 Case

ORDER FOR RELIEF FROM THE STAY

National City Bank's Motion for an order granting relief from the stay came before the Court on October 6, 2004 at 1:30 PM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit National City Bank to repossess and sell the
2002 Coachmen Camper Trailer Lite 249QB, VIN 1TC2B041821201250
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge